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*Inclosing and Dividing Canswick, alias
Watlafs, Moor, in the County of
York.*



Whereas there is a certain open Common Field, or Moor, lying and being in the Manors or Lordships of *Snape*, *Well*, and *Watlafs*, in the County of *York*, called, known, and distinguished, by the Name of *Canswick*, alias *Watlafs*, Moor, containing by Estimation Three hundred and Ninety Acres, or thereabouts :

And whereas the Right Honourable *Brownlowe* Earl of *Exeter* is seised of, and intituled to, the Manors or Lordships of *Snape* and *Well* aforesaid ; and *John Millbank*, of *Thorpe-Perrow*, in the said County of *York*, Esquire, is seised of, and intituled to, the Manor of *Watlafs* aforesaid :

And whereas the said several Persons herein after-named, being Owners and Proprietors of the said open Common Field or Moor aforesaid, have, for Time immemorial, severally had and enjoyed a Right of Common for all Sorts of Cattle, and other Rights and Interests in, over, and upon, the said open Common Field or Moor, according to their respective Rights and Interests herein after-mentioned ; that is to say, the said *Brownlowe* Earl of *Exeter*, as Lord of the said Manors of *Snape* and *Well*, and also in Right of several Messuages or Tenements, Farms, Lands, and Premises, lying and being within the said Manors, of the yearly Value of One thousand Five hundred Pounds, or thereabouts, is intituled to Right of Common in, over, and upon, all the said open Common Field or Moor ; the said *John Millbank*, as Lord of the said Manor of *Watlafs*, and also in Right of several Messuages, Farms, Lands,

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Tenements,

Tenements, Hereditaments, and Premises, lying and being within the said Manor of *Wattlasi*, of the yearly Value of Seven hundred Pounds, or thereabouts, is intituled to Right of Common in, over, and upon, all the said open Common Field or Moor; *John Blackwell*, of *Stamford*, in the County of *Lincoln*, Esquire, as Master and Warden of the Hospital of *Well*, in Right of several Messuages or Tenements, and Farms, belonging to the said Hospital, of the yearly Value of One hundred and Fifty Pounds, or thereabouts, is intituled to Right of Common in, over, and upon, the said Common Field or Moor; the Right Honourable *Thomas Bruce Brudenell* Lord *Bruce* Baron of *Tottenbam*, in the County of *Wilts*, in Right of Two Messuages, Cottages, or Tenements, and Lands, lying and being in the said Manor of *Snape*, in the Possession or Occupation of *John Brunton* and *Francis Chapman*, or their respective Under-tenants, of the yearly Value of Thirty-one Pounds, or thereabouts, is intituled to Right of Common in, over, and upon, all the said open Common Field or Moor; and is also intituled to the Depasturage for Two hundred Sheep upon the said open Common Field or Moor, in Right of another Messuage or Tenement, of the yearly Value of Fifteen Pounds, or thereabouts, in the Occupation of *Abram Jones*, or his Under-tenants, called the *Gibdikes*, and lying and being within the said Manor of *Well*; *John Dodsworth*, of *Thornton*, near *Wattlasi*, in the said County of *York*, Esquire, in Right of a Messuage or Cottage, Lands and Premises, lying and being within the said Manor of *Wattlasi*, of the yearly Value of Three Pounds, or thereabouts, is intituled to Right of Common in, over, and upon, all the said open Common Field or Moor; and no other Person or Persons, or Bodies Politick or Corporate, whatsoever, have or hath any Property, Right, Share, Title, or Interest, in the said open Common Field or Moor:

And whereas the said open Common Field or Moor, by reason of the same lying open, commonable, and uninclosed, produces very little Profit to the said respective Proprietors and Owners of Lands, who have a Right of Common thereupon; and is incapable of being so well improved, as if the same was inclosed and divided:

And whereas the Bounds of the said open Field, Moor, or Waste, have been long since known, settled, and ascertained; and it hath been declared and agreed by and between the said *Brownlowe* Earl of *Exeter*, and *John Millbank*, as Lords of the said Manors of *Snape*, and *Well*, and *Wattlasi*, that the Boundary to divide that Part of the said Moor or Common, called *Canswick*, otherwise *Wattlasi*, Moor, belonging to the said Earl of *Exeter*, from that Part of the said Moor or Common belonging to the said *John Millbank*, is and shall be as follows; *videlicet*, beginning at a Place called *Readings-Nooke*, being a Corner of a Hedge of the inclosed Ground, called the *Readings*; and which said Corner is about Sixty-four Yards distant from the Gate called *Scrog-lane* Gate, and from thence shall extend and go in a direct Line, leaving *How bill* on the Left-hand, and the Water *Flodder* on the Right-hand, to that Part of the Hedge called *Solomon's Hedge*, adjoining upon the said Common, lying West or North-west of and at about One hundred and Eighty Yards Distance from the said *Solomon's Stone*; and that Part of the said *Solomon's Hedge*, where the said Boundary terminates, being contiguous to and adjoining upon the cross Hedge, nearest to the said *Solomon's Stone*, on the North-west Side thereof, and running East and West, or North-east and South-west, and dividing Two Closes of Sir *Marmaduke Wyvill's*, adjoining upon the said Moor or Common: And it hath likewise been declared and agreed by and between the said *Brownlowe* Earl of *Exeter*, and *John Millbank*, that all that Part of the said Moor or Common, lying on the South-east Side of the said Boundary, herein before-mentioned, and containing by Estimation Two hundred and Sixty-eight Acres, or thereabouts, shall be deemed and taken to be Part of the said Manors of *Snape* and *Well*, belonging to the said *Brownlowe* Earl of *Exeter*, his Heirs and Assigns; and that all that Part of the said Moor or Common, which lies on the North-west Side of the said Boundary, and containing

by Estimation One hundred and Twenty-two Acres, or thereabouts, shall be deemed and taken to be Part of the said Manor of *Watlafs* belonging to the said *John Millbank*, his Heirs and Assigns; subject nevertheless to such common Rights and Interests of, in, and upon, the said open Common Field or Moor, as the said several other Parties herein before-mentioned respectively have, or are intitled to, for or in respect of such Estates, Rights, and Interests, as they severally have within the said Manors, or some or one of them, as aforesaid:

And whereas by Articles of Agreement Tripartite, bearing Date the Sixth Day of *January* One thousand Seven hundred and Fifty-three, and made, or mentioned to be made, between the said *Brownlowe* Earl of *Exeter*, of the First Part; the said *John Millbank*, of the Second Part; and the said other Persons before-mentioned, being Owners and Proprietors of, or interested in, the said open Common Field or Moor before-mentioned, of the Third Part; after taking Notice of the several Rights, Properties, and Agreements, before-mentioned, it was thereby mutually covenanted and agreed upon by and between all the said Parties thereto, and the said several Owners and Proprietors, Parties thereto, did consent and agree, that a Division and Inclosure should be made of the said *Canswick*, alias *Watlafs*, Moor, in manner therein mentioned and expressed; and that Application should be made for obtaining an Act of Parliament, with all convenient Speed, for the better making and confirming the said Agreement, and the said Divisions and Inclosures:

But although the said Inclosure and Division, and the carrying the said Agreement into Execution, would be a manifest and mutual Advantage to all Persons interested in the Premises, and tend greatly to the Improvement of their several and respective Estates and Properties in the said several Manors; Yet, by reason of several Difficulties, which might arise, the same cannot be rendered effectual to answer the Intention of the Parties, without the Aid and Authority of Parliament:

Therefore Your Majesty's most dutiful and loyal Subjects, the said *Brownlowe* Earl of *Exeter*, *John Millbank*, *John Blackwell*, and *John Dodsworth*,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; and be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Articles of Agreement, of the Sixth Day of *January*, in the Year of our Lord One thousand Seven hundred and Fifty-three, herein before recited, and the several Covenants, Agreements, Articles, Clauses, Powers, Authorities, Provisions, Orders, and Directions, relating thereto, and therein mentioned, inserted, and contained, shall be, and the same are hereby, established, ratified, and confirmed, according to the Purport, Tenor, and true Meaning thereof; and shall be binding and conclusive, as well to Infants, as all other Persons whatsoever; and be observed and performed as fully and effectually, to all Intents, Constructions, and Purposes whatsoever, as if the same Covenants, Agreements, Clauses, Articles, Powers, Authorities, Provisions, Orders, and Directions, were again repeated and re-enacted in the Body of this present Act (except so far as the same are hereby altered, varied, or otherwise explained).

And it is hereby further Enacted and Declared, by the Authority aforesaid, That *John Telford*, of the City of *York*, Gentleman; *Edward Worsdale*, of *Ingoldstrey*, in the County of *Lincoln*, Yeoman; *Edmund Smith*, of *Snape* aforesaid, Yeoman; *John Harrason Ajnderby* *Quern How*, in the County of *York*, *Thomas Ascougb*, of *Nutwith-Coat*, in the said County of *York*, Gentlemen; *Thomas Raper*, of *Bedale*, in the said County of *York*, and *Edward Carter*, of *Theakston*, in the said County of *York*, Gentlemen; shall be, and are hereby appointed, Commissioners;

tioners; and they, or any Four or more of them, shall have full Power and Authority, on or before the Sixth Day of *December* One thousand Seven hundred and Fifty-three, to order, direct, and appoint, such Person or Persons to make a Survey or Admeasurement of the said open Common Field or Moor, Lands and Grounds aforesaid, so agreed to be inclosed and divided, as aforesaid; and to inclose, divide, allot, set forth, and assign, by Metes and Bounds, the same Lands and Grounds unto and amongst all and every the Owners and Proprietors aforesaid, in such manner, and according to such Proportions, Rules, Orders, Directions, and Agreements, as in and by the said recited Articles is and are mentioned, prescribed, agreed upon, and directed; and also to lay out and appoint such Roads and Ways in and over the said open Common Field or Moor, not less than Forty Feet wide, and such Hedges, Ditches, Fences, Bridges, Gates, Stiles, and Drains, to be made thereupon; and to make such Orders and Rules, for the future Maintenance and Preservation thereof, as they shall think proper; so as the said Commissioners, or any Four or more of them, do make their Award and Determination, upon the Matters and Things to them thereby and hereby referred, in Writing under their Hands and Seals, or under the Hands and Seals of any Four or more of them, on or before the Sixteenth Day of *December* One thousand Seven hundred and Fifty-four: And that the said open Common Field or Moor, Lands and Grounds, which shall be so inclosed, divided, and allotted, in pursuance of the said Articles, shall, from and after such Inclosure, Division, and Allotment, be made, be held and enjoyed in Severalty, by the several Persons to whom the same are allotted and assigned, and those claiming under them respectively, according to their several and respective Estates and Interests therein; and shall be accepted and taken by him and them, in Lieu, full Bar, Satisfaction, and Compensation, for all Common Rights, and other Rights whatsoever, belonging to, or claimed or to be claimed by, them, every or any of them, or any other Person or Persons whatsoever, in, over, and upon, the said open Common Field or Moor, Lands and Grounds so agreed to be inclosed and divided, as aforesaid: And that, from and after the said Inclosure and Division shall be made and completed, all Right of Common, and other Rights whatsoever, belonging to, or claimed by, all and every, or any Person or Persons, in, over, or upon, the said open Common Field or Moor, Lands and Grounds so agreed to be inclosed, as aforesaid, shall be deemed to have ceased, and be extinguished, and shall accordingly, from thenceforth, cease, and be utterly extinguished, to all Intents and Purposes, save as hereafter-mentioned.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That, for the Surveying and Measuring of the said open Common Field or Moor, Lands and Grounds, so agreed to be inclosed, as aforesaid, and for the better ascertaining what Shares and Proportions therein each Proprietor, or Person interested in the said open Common Field or Moor, Lands and Grounds, shall have allotted to him, her, or them, respectively, such Surveyor or Surveyors, as shall be nominated or appointed by the said Commissioners, or any Four of them, as aforesaid, and the said Commissioners, and every of them, together with their, and each of their Servants, or Persons employed by them, shall, and they hereby have full and free Liberty and Power, at any time or times whensoever, to enter into, view, examine, and admeasure, the said open Common Field or Moor, or Lands and Grounds, and every or any Part thereof.

And be it further Enacted, by the Authority aforesaid, That each and every of the said Owners and Proprietors of the said open Common Field or Moor, Lands and Grounds, shall inclose and fence such their several and respective Parts, Shares, and Proportions, to be to them respectively allotted therein, as aforesaid, within such time, and in such manner, as the said Commissioners, or any Four of them, shall, by such their Award, in Writing under their Hands and Seals, or the Hands and Seals of any Four of them, direct and appoint: And that in case any Person or Per-

sons, seized or intitled in his, her, or their own Right, or as Guardian, Trustee, or Committee, for any Infant, Feme-Covert, or Lunatick, or Person beyond the Seas, shall neglect or refuse to accept and inclose his, her, or their Share or Allotment, within the time and in manner afore-mentioned; then the said Commissioners, and their Successors, or the Survivors, or any Four or more of them, shall and may, and they are hereby authorized and impowered, by Indenture under their Hands and Seals, to mortgage and convey the same Shares and Allotments unto any Person or Persons, who shall be willing to inclose, bank, hedge, ditch, and fence the same, respectively, his, her, or their Heirs and Assigns, for securing such Sum of Money, to be mentioned and expressed in the said Indenture for that Purpose, as by the said Commissioners, or their Successors, or the Survivors, or any Four or more of them, shall be thought necessary and sufficient to pay and defray the Charges and Expences of such Inclosing, Banking, Hedging, and Fencing, and to be made payable, with Interest at Four *per Centum per Annum*, or less, if the same can be got within a reasonable time in the said Mortgage, to be limited in that behalf, to the Person or Persons who shall so inclose, bank, hedge, fence, and ditch the same, by the respective Person or Persons who would, for the Time being, be intitled to such Share or Allotment respectively, in case the same were accepted, pursuant to, and according to the Tenor and true Meaning of, this Act; and to be subject to Redemption, by such Person or Persons respectively, upon Payment of the Principal Money so to be charged thereupon, within the time so to be limited, and not otherwise.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That where any Parcel of Land to be allotted, in pursuance of this Act, shall abut or join upon any Highway, the Hedge, Ditch, and Fence, of the said Allotment, so far as the same abuts or joins upon such Highway, shall be made, repaired, and maintained, at the sole Costs and Charges of the Persons intitled to such Allotment, for the Time being, for ever.

And be it further Enacted, by the Authority aforesaid, That, before any Meeting of the said Commissioners, authorized by this Act to put the same in Execution, as to the Division and Allotment of the said Lands and Grounds aforesaid, Notice in Writing under their Hands, or under the Hands of any Four of them, shall be given and published on some Sunday, in the Parish-Churches of *Snape, Well,* and *Watlass*, aforesaid, immediately after divine Service there, where and when the said Commissioners, or any Four of them, intend to meet, in order to put this Act in Execution, as aforesaid: And such Notice shall be given Ten Days before such Meeting: And after such Commissioners, or any Four of them, shall meet, according to such Notice, such Commissioners, or any Four of them, so met, are hereby impowered and authorized to adjourn and continue such Meetings by Adjournments from time to time, for the due Execution of this Act, without any other Notice being given: But if any Meeting of the said Commissioners shall be, and such Meeting shall not be continued by Adjournment, then such Notice, as aforesaid, shall be given from time to time, as is herein before directed, before any other such Meeting of the said Commissioners shall be, in order farther to put this Act in Execution.

And be it further Enacted, by the Authority aforesaid, That if any Dispute shall arise touching the Payment of the Charges and Expences in and about the said Articles, and soliciting, obtaining, and passing this Act, and the Charges and Expences of surveying and measuring the said open Common Field or Moor; and all the Charges and Expences of the said Commissioners in and about the making of their said Award; and also the Charges and Expences of inrolling the said recited Articles and Award, as herein after is mentioned; and all other incidental Charges and Expences whatsoever, relating to the securing to every of the Proprietors aforesaid, in the said open Common Field or Moor, the Allotments to be made to them respectively; the said Com-

missioners, or any Four of them, are hereby impowered to settle, allow, and determine the same.

Provided also, and it is hereby further Enacted, by the Authority aforesaid, That Executors in Trust, Guardians, Husbands, or Trustees of or for any Person or Persons under Age, or otherwise incapable, by Law, to accept such Allotments as shall be made by the said Commissioners, or any Four of them, shall be, and are hereby, required and enabled to accept thereof, for and to the Use of such Person or Persons; and such Acceptance shall be, and is hereby declared to be, as valid and effectual, as if the said Persons had been of Age, or capable of acting for themselves.

And it is hereby further Enacted, by the Authority aforesaid, That when and as often as any of the Commissioners, before appointed by this Act, shall die, or refuse to act, the Persons, who, for the Time being, shall be interested in the said open Common Field or Moor so intended to be inclosed, as aforesaid, or the greater Part of them in Number and Value, shall, within One Month after the Death or Refusal of such Commissioner, by Writing under their Hands and Seals, elect and appoint another Commissioner not interested in the said intended Inclosure, instead of every Commissioner so, from time to time, dying, or refusing to act, as aforesaid; and every such Commissioner, so to be elected and appointed, shall have the like Powers and Authorities, by virtue of this Act, as the Commissioner, in whose Place he succeeds, was vested with; provided, that Notice be given in the Parish-Churches of *Snapt, Well, and Watlafs*, aforesaid, of the Time and Place of Meeting to choose such new Commissioner, at least Ten Days before such Meeting.

And be it further Enacted, by the Authority aforesaid, That this Act, or any thing herein contained, shall not extend, or be construed, deemed, or taken, to extend, to revoke or make void, or in any-wise to alter, any Deed or Deeds, Will or Wills, Settlement or Settlements, Lease or Leases, or to prejudice any Person or Persons having or claiming any Power, Jointure, Portion, Debt, or Incumbrance, out of, upon, or affecting, any of the said Lands, Grounds, or common Rights, before-mentioned; or any Part or Parcel thereof, respectively; but that the several Lands and Grounds so to be assigned and allotted, upon the said intended Division and Inclosure, to the several Proprietors of the said Moor, Lands, Grounds, or common Rights, respectively, shall, immediately after such Allotment made, be, remain, and enure, and be held and enjoyed, and the several Persons, and Bodies Politick, to whom the same shall be assigned and allotted, shall from thenceforth severally and respectively stand and be seised thereof, to such and the same Uses, and to and for such and the same Estates, and subject to such and the same Wills, Settlements, Leases, Powers, Limitations, Remainders, Charges, Rents, Services, and Incumbrances, as the several Lands, Grounds, or common Rights, in lieu whereof such several and respective Allotments shall, by virtue of this Act, be so made and assigned, as aforesaid, should and would have been subject and liable to be charged with, and affected by, in case this Act had not been made.

And be it further Enacted, by the Authority aforesaid, That the Award and Determination of the said Commissioners, or any Four of them, for the allotting and dividing the said open Common Field or Moor, and for the ascertaining and setting forth all publick and private Ways, and directing and ordering the Banks, Ditches, Fences, Bridges, Gates, Sluices, Watercourses, Drains, Cuts, Hedges, and Stiles, to be made upon the said Inclosures, and other the Matters to them hereby referred, shall be fairly written and ingrossed on Parchment, and be signed and sealed by the said Commissioners, or any Four of them: And the said Award and Determination so to be signed and sealed, and also the said recited Articles of Agreement, shall be inrolled with the Clerk of the Peace for the North-Riding of the County of *York*, in which the

the said open Common Field or Moor to be inclosed, as aforesaid, doth lie; to the end recourse may be had to the same, by any Person or Persons interested in the said Inclosure; and a true Copy thereof shall, from time to time, and at all times hereafter, be admitted and allowed in all Courts whatsoever, as legal Evidence of the same.

Provided also, and be it Enacted, by the Authority aforesaid, That nothing in this Act contained shall be construed to defeat, lessen, or prejudice, the Right, Title, and Interest, of the said *Brownlowe* Earl of *Exeter*, and his Heirs and Assigns, Lord or Lords of the Manors of *Snape* and *Well*, whereof or wherein such Part of the said open Common Field or Moor, Lands or Grounds, so agreed to be inclosed, is holden, or doth lie, of, in, and to, the Watren, in and upon the said open Common Field or Moor, or of, in, and to the Seigniorie, and Royalties, incident and belonging to the said Manor or Manors; but that every such Lord or Lords, and his, her, and their respective Successors and Assigns, for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons, Fugitives, Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seigniories whatsoever, to such Manors, or to the Lord or Lords thereof, respectively incident, belonging, or appertaining, in as full, ample, and beneficial manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

Provided also, and be it Enacted, by the Authority aforesaid, That nothing in this Act contained shall be construed to defeat, lessen, or prejudice, the Right, Title, and Interest, of the said *John Millbank*, and his Heirs and Assigns, Lord or Lords of the Manor of *Wailass*, whereof or wherein such Part of the said open Common Field or Moor, Lands or Grounds, so agreed to be inclosed, is holden, or doth lie, as aforesaid, of, in, and to, the Seigniorie and Royalties incident and belonging to the said Manor; but that every such Lord or Lords, and his, her, and their respective Successors and Assigns, for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons, Fugitives, Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seigniories whatsoever, to such Manor or to the Lord or Lords thereof, respectively incident, belonging, or appertaining, in as full, ample, and beneficial manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person or Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, and Administrators (Other than and except the said *Brownlowe* Earl of *Exeter*, and *John Millbank*, and their Successors, and the several other Proprietors, and Persons interested in the Lands and Grounds so to be divided and inclosed, as aforesaid, his, her, and their Heirs, Successors, Executors, and Administrators, respectively), All such Right and Interest, as they, every and any of them, had and enjoyed, of, in, to, or out of, the same Lands and Grounds, or any Part thereof, before the Passing of this present Act; or could or might have had and enjoyed, in case this Act had not been made.

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Inchoing and Dividing Can-
wick, alias Wadals, Moor,
in the County of York.